

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W37HFK-4033-0102		PAGE 1 OF 49	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-04-R-0009	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PATRICIA L. ROLLIE				b. TELEPHONE NUMBER (No Collect Calls) 502-624-4268	
9. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7011 SIZE STANDARD: \$6M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL.		CODE		18a. PAYMENT WILL BE MADE BY CODE			
FACILITY CODE				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER PARTIAL FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449 (10-95)
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

NOTES

THIS SOLICITATION IS ISSUED AS A COMMERCIAL ACQUISITION USING A COMBINATION OF FAR 12 & 15. OFFERORS SHALL READ AND FOLLOW THE CLAUSE "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS", FAR 52.212-1 WHEN SUBMITTING THEIR PROPOSALS.

OFFERORS SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER_____

CAGE CODE_____

TAX ID NO._____

FAX NO._____

EMAIL ADDRESS:_____

NOTE: ORIGINAL PROPOSAL, PLUS FOUR COPIES, ARE TO BE MAILED TO:

**DIRECTORATE OF CONTRACTING
SFCA-SR-KN
BLDG 1109B, ROOM 250
FORT KNOX, KY 40121-5000**

PROPOSAL SHALL BE BROKEN INTO TWO SEPARATE SECTIONS. ONE SECTION IS THE PRICING, CERTIFICATIONS AND REPRESENTATIONS. ONLY ONE COPY OF THIS IS REQUIRED. ONE SECTION WILL BE YOUR WRITTEN TECHNICAL PROPOSAL AND A TOTAL OF FIVE COPIES ARE REQUIRED. PRICING SHALL NOT BE LOCATED ANYWHERE IN THE WRITTEN TECHNICAL PROPOSAL, ONLY IN THE SOLICITATION SECTION.

(BE SURE TO PUT THE SOLICITATION NUMBER AND OPENING DATE ON THE OUTSIDE OF YOUR PACKAGE)

ITEM NO
0001

MEALS, LODGING & TRANSPORTATION FOR
APPLICANTS PROCESSING THROUGH THE FORT JACKSON MEPS
DURING THE BASE PERIOD OF 1 JUN 04 THROUGH 31 MAY 05 WITH
FOUR-ONE YEAR OPTION PERIODS

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AA	MEALS, LODGING & TRANSPORTATION WITH AUTOMATIC CANCELLATION AT 8:00 P.M. UNLESS GUARANTEED FOR LATE ARRIVAL	12,664	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AB	MEALS, LODGING & TRANSPORTATION FOR "WALK-IN" APPLICANTS	1,850	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001AC	EMERGENCY NOON MEAL	50	Each	\$ _____	\$ _____

TOTAL AMOUNT FOR THE BASE PERIOD - \$ _____

ITEM NO

0002

OPTION

MEALS, LODGING & TRANSPORTATION FOR
 APPLICANTS PROCESSING THROUGH THE FORT JACKSON MEPS
 DURING THE 1ST OPTION PERIOD OF 1 JUN 05 THROUGH 31 MAY 06

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AA OPTION	MEALS, LODGING & TRANSPORTATION WITH AUTOMATIC CANCELLATION AT 8:00 P.M. UNLESS GUARANTEED FOR LATE ARRIVAL	12,664	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AB OPTION	MEALS, LODGING & TRANSPORTATION FOR "WALK-IN" APPLICANTS	1,850	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002AC OPTION	EMERGENCY NOON MEAL	50	Each	\$ _____	\$ _____

TOTAL FOR 1ST OPTION PERIOD - \$ _____

ITEM NO

0003

OPTION

MEALS, LODGING & TRANSPORTATION FOR
 APPLICANTS PROCESSING THROUGH THE FORT JACKSON MEPS
 DURING THE 2ND OPTION PERIOD OF 1 JUN 06 THROUGH 31 MAY 07

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA OPTION		12,664	Each	\$ _____	\$ _____
	MEALS, LODGING & TRANSPORTATION WITH AUTOMATIC CANCELLATION AT 8:00 P.M. UNLESS GUARANTEED FOR LATE ARRIVAL				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB OPTION		1,850	Each	\$ _____	\$ _____
	MEALS, LODGING & TRANSPORTATION FOR "WALK-IN" APPLICANTS				

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AC OPTION		50	Each	\$ _____	\$ _____
	EMERGENCY NOON MEAL				

TOTAL AMOUNT FOR 2ND OPTION PERIOD - \$ _____

ITEM NO

0004

OPTION

MEALS, LODGING & TRANSPORTATION FOR
 APPLICANTS PROCESSING THROUGH THE FORT JACKSON MEPS
 DURING THE 3RD OPTION PERIOD OF 1 JUN 07 THROUGH 31 MAY 08

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AA OPTION	MEALS, LODGING & TRANSPORTATION WITH AUTOMATIC CANCELLATION AT 8:00 P.M. UNLESS GUARANTEED FOR LATE ARRIVAL	12,664	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AB OPTION	MEALS, LODGING & TRANSPORTATION FOR "WALK-IN" APPLICANTS	1,850	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004AC OPTION	EMERGENCY NOON MEAL	50	Each	\$ _____	\$ _____

TOTAL AMOUNT FOR 3RD OPTION PERIOD - \$ _____

ITEM NO

0005

OPTION

MEALS, LODGING & TRANSPORTATION FOR
 APPLICANTS PROCESSING THROUGH THE FORT JACKSON MEPS
 DURING THE 4TH OPTION PERIOD OF 1 JUN 08 THROUGH 31 MAY 09

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AA OPTION	MEALS, LODGING & TRANSPORTATION WITH AUTOMATIC CANCELLATION AT 8:00 P.M. UNLESS GUARANTEED FOR LATE ARRIVAL	12,664	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AB OPTION	MEALS, LODGING & TRANSPORTATION FOR "WALK-IN" APPLICANTS	1,850	Each	\$ _____	\$ _____

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005AC OPTION	EMERGENCY NOON MEAL	50	Each	\$ _____	\$ _____

TOTAL AMOUNT FOR 4TH OPTION PERIOD - \$ _____

TOTAL AMOUNT FOR BASE AND ALL OPTIONS - \$ _____

SPECIAL NOTICE******PAYMENT BY GOVERNMENT CREDIT CARD******

THE GOVERNMENT WILL USE THE GOVERNMENT CREDIT CARD TO PLACE ORDERS UNDER THIS CONTRACT. THE CONTRACTOR SHALL HAVE THE CAPABILITY TO ACCEPT THE GOVERNMENT CREDIT CARD AT TIME OF AWARD. THE CONTRACTOR SHALL OBTAIN AND MAINTAIN THE CAPABILITY TO ACCEPT THE GOVERNMENT CREDIT CARD DURING THE PERIOD OF THE CONTRACT. FAILURE TO MAINTAIN THE CAPABILITY OF THE CREDIT CARD DURING THE CONTRACT PERIOD MAY CONSTITUTE CONTRACTUAL DEFAULT PURSUANT TO FAR 52.212-4(M), ENTITLED "TERMINATION FOR CAUSE".

NOTES:

1) ALL ROOMS GUARANTEED WITH AUTOMATIC CANCELLATION AT 8:00 P.M., UNLESS AN APPLICANT IS GUARANTEED FOR LATE ARRIVAL. IF AN APPLICANT THAT IS GUARANTEED FOR LATE ARRIVAL DOESN'T SHOW, PAYMENT WILL BE MADE AT THE COST SPECIFIED IN CLIN 0001AA.

2) ALL ARRIVALS AFTER 8:00 P.M. ARE CONSIDERED WALK-INS, UNLESS THEY WERE GUARANTEED AS A LATE ARRIVAL, AND WILL BE PAID FOR AT THE COST OF CLIN 0001AB. IF AN APPLICANT THAT WAS PROJECTED, BUT NOT FOR LATE ARRIVAL, ARRIVES AFTER 8:00 P.M., THEY WILL BE PAID AT THE WALK-IN RATE IN CLIN 0001AB.

3) AN APPLICANT THAT WAS PROJECTED, BUT NOT GUARANTEED FOR LATE ARRIVAL, AND THAT ARRIVES AFTER 8:00 P.M., WILL BE POSTED ON THE 728 AS "727 Authorized", SINCE HE/SHE WAS ALREADY PROJECTED. THE CONTRACTOR IS NOT REQUIRED TO CALL AND GET AUTHORIZATION SINCE HE/SHE WAS ALREADY PROJECTED.

GUIDANCE ON PRICING YOUR PROPOSAL

1. The Government will not pay more than \$65.00 for the Fort Jackson, SC area for CLIN 0001AA only.
2. Unit of issue is "each" and equals the total cost for meals, lodging, transportation and any related charges for using the Government credit card, per each applicant. Contractor shall include the cost of deliverables in appropriate contract line items. NOTE: For information purposes only - There will be a maximum of 17 transactions for the credit card per month.
3. Contractor shall establish any required subcontracting agreements with establishments and shall furnish such agreements with their proposal.
4. By submitting a proposal, you agree that, under no circumstances, will you seek payment or make any collection efforts against the applicants processing through the MEPS for meal or lodging charges.
5. Contractor's sub-contracting agreement shall contain a provision that the subcontractor will not seek payment, nor make a collection effort against the applicants for meal or lodging charges. Neither contractor nor subcontractor shall require or request applicants to sign any documentation acknowledging liability for meal or lodging charges. Failure to include this provision may result in rejection of the subcontracting agreement and may cause termination of the contract for cause. The applicants may be requested to sign documentation acknowledging liability for any damage that they may cause to their room or the hotel and any other charges they might incur during their stay at the hotel, i.e., long distance calls, pay-per-view movies, etc.
6. Problems encountered with contract payments shall be directed to the responsible contract administrator.
7. The contractor shall indicate below the name, address and distance from the MEPS location, of proposed lodging facility:

DISTANCE FROM THE LODGING FACILITY TO THE MEPS LOCATION -

8. The contractor shall indicate below the name and address of proposed eating establishment:

9. The contractor shall indicate below the classification, quantity, man-hours and status (whether full-time or part-time) of personnel, upon which this proposal was based (i.e., desk clerk, full time, 40 hours; cook, part-time, 30 hours)

10. The number of applicants stated herein is based on the best information available to the Government, but may not be the actual quantities experienced during the contract.

11. If the Government elects to exercise any option under FAR 52.217-8 "Option to Extend Services", the Contracting Officer will exercise the option by providing written notice to the contractor at least 10 days prior to the expiration of the current contract period.

12. If the Government elects to exercise any option under FAR 52.217-9, "Option to Extend the Term of the Contract", the contractor will be given preliminary notice at least 60 days prior to the end of the current contract period. Anticipated increases for labor wages and concomitant costs should not be included in any option period's prices. This excludes anticipated increases for exempt employees, salaried employees or supervisory employees, which should be included in option prices.

13. Facsimile proposals will not be accepted.

14. Contractors are reminded that Federal contracts may not be transferred without the Government's consent. If the contractor wishes to sell its facilities to a new operator, the contractor will retain contractual responsibility for providing services until a novation agreement is executed recognizing the new contractor.

15. All services to be performed hereunder shall be accomplished in accordance with attached "Statement of Work" for providing meals and lodging for Armed Forces Applicants of the Military Entrance Processing Station located at Fort Jackson, SC.

16. Contractor's are required to download the MEPS Welcome Letter from Directorate of Contracting's web site. This letter is to be completed by the hotel and provided to each applicant when they arrive. The web site is www.knox.army.mil/garrison/doc/contracting_opportunities.htm.

52.0000-INCIDENTS (SEP 2000) SPECIAL NOTICE TO CONTRACTORS

IN CASE OF A SERIOUS INCIDENT INVOLVING THE HEALTH, SAFETY, OR CONDUCT OF AN APPLICANT, THE CONTRACTOR SHALL NOTIFY THE MEPS COR (CONTRACTING OFFICER'S REPRESENTATIVE) AND THE FORT KNOX DIRECTORATE OF CONTRACTING, (502/624-5751/8047/8049/8413/8054 OR 8043), THE SAME BUSINESS DAY, OR THE NEXT BUSINESS DAY IF THE INCIDENT OCCURS AFTER 4:30 P.M., EST.

SERIOUS INCIDENTS SHALL BE CONSIDERED TO INCLUDE, BUT NOT BE LIMITED TO, ALLEGATIONS OF CRIMINAL CONDUCT, SEXUAL HARASSMENT, PHYSICAL ASSAULT OR THREAT, OR PHYSICAL INJURY INVOLVING AN APPLICANT.

CONTRACTOR'S PERSONNEL SHALL NOT SOCIALIZE OR OTHERWISE ATTEMPT TO FRATERNIZE WITH APPLICANTS. CONTRACTOR SHALL ENSURE THAT ALL OF ITS PERSONNEL INVOLVED WITH APPLICANT SERVICE ARE AWARE OF THESE REQUIREMENTS.

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

PROPOSAL FORMAT AND CONTENT. ALL OFFERORS ARE REQUIRED TO SUBMIT A PROPOSAL WITH, AS A MINIMUM, THE CONTENT SPECIFIED HEREIN. PROPOSALS WITHOUT THE SPECIFIED MINIMUM CONTENT MAY BE JUDGED UNACCEPTABLE.

SECTION I: REQUEST FOR PROPOSALS - SOLICITATION, OFFER AND AWARD DOCUMENT.

A. This part shall contain a complete "original" copy of the solicitation duly executed by an official authorized to contractually bind the offeror. Special attention should be taken to insure the following:

- 1) That only an authorized person signs block 30 of Standard Form 1449, Page 1;**
- 2) Prices are accurately entered, as required, for all CLINs of the solicitation;**
- 3) All applicable representations and certifications in the solicitation package are fully completed.**

B. The offeror shall submit the original proposal and four copies for a total of five copies. The proposal shall consist of the following sections:

SECTION II - TECHNICAL/QUALITY PROPOSAL

A. An offeror shall demonstrate fully that it currently possesses or by the time of contract award, can acquire, develop and have available those technical and quality control qualifications enumerated below which the Government has determined essential to the reliable, efficient and timely accomplishment of the required services. Lack of any of these significant capabilities, or an inability by the offeror to demonstrate the ability to acquire these capabilities immediately upon contract award, shall be considered sufficient cause for a proposal to be determined unacceptable.

B. The offerors technical/quality proposal, which includes the facility quality/quality control proposal, past performance, transportation and cost, shall be prepared simply and economically, providing straightforward concise delineation of what the offeror will do to satisfy the requirements of the solicitation. The proposal shall also provide a narrative and supporting data indicating how the offeror intends to perform/comply with all the requirements of the solicitation making certain the following evaluation subfactors listed below are included:

1. FACILITY QUALITY/QUALITY CONTROL: The offerors facility quality/quality control proposal shall consist of a narrative that shall include, but not be limited to:

1.1 SANITATION AND CLEANLINESS. The offeror shall thoroughly address their current standard for sanitation and cleanliness and how they propose to meet such standard under the contract.

1.2 ROOM CONDITION. The offeror shall describe rooms and facility proposed to be used to meet the Government's requirements. Offeror shall make such rooms and facilities available for inspection by the Government.

1.3 MEALS. The offeror shall provide in its proposal a statement explaining how and where they intend to feed the applicants and sample menus. Offeror should take careful notice of paragraph 5.2.1, 5.2.2 and 5.2.3 of the statement of work, concerning times for feeding applicants.

1.4 SECURITY. The offeror shall thoroughly identify their current and/or future plan for hotel security to ensure the safety of applicants and/or guests.

1.5 SPECIAL FEATURES. The offeror shall characterize the distinguishing features of the proposed hotel, including any amenities such as recreational areas, dining facilities and non-smoking rooms.

1.6 FACILITY LOCATION. The offeror shall identify the proposed lodging facility and the proposed dining and preparation facilities. The offeror shall provide the distance of the proposed lodging facility from the MEPS and the distance of the proposed dining and food preparation facilities from the lodging facility.

1.7 QUALITY CONTROL. The offeror shall submit a quality control proposal, which will be effective and which will remain so during the life of the contract. All changes shall be approved by the contracting officer prior to implementation. The quality control proposal shall thoroughly address its planned approach to support the offeror's proposal and shall include but not be limited to a method of identifying and preventing deficiencies in the quality of service performed. A method of documenting and enforcing quality control operations of both prime and subcontractor work. Records of all corrective actions taken shall be maintained by the contractor. This documentation shall be made available to the Government upon request during the term of the contract. The offeror shall include all applicable inspection/reports required by law, (fire, health, safety, etc.).

2. PAST PERFORMANCE. The offeror shall describe its past performance on similar contracts it has held within the last two (2) years which are of similar scope, magnitude and complexity to that which is contained in the solicitation. The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for providing the services required. Identify what segment of the company received the award or certification. Describe when the award or certification was bestowed.

3. TRANSPORTATION. The offeror shall provide a plan denoting how they will meet the transportation requirements specified in the statement of work. The offeror shall make proposed vehicles available for inspection by the Government. The offeror shall list the model, year, capacity and any options of vehicle proposed. Offeror shall provide proof of insurance for vehicle(s) proposed.

4. COST/PRICE. The cost/price proposal shall be completed using the CLIN schedule enclosed in the solicitation. The cost/price proposal shall not be reflected in the technical/quality proposal. Offeror shall furnish only one copy of the cost/price proposal and 5 copies of the technical proposal.

52.0000-4164 AWARD

Award will be made to the offeror whose proposal will be most advantageous to the Government considering the evaluation factors stated in the solicitation.

Evaluation factors and significant subfactors upon which award will be based, are set forth below:

“BEST VALUE EVALUATION FACTORS”

1. EVALUATION OF PROPOSALS. Proposals submitted will be evaluated on Facility Quality/Quality Control, Past Performance, Transportation and Price factors. Proposal shall conform to all the terms and conditions contained in the solicitation.

2. BEST VALUE. The Government is interested in proposals that offer value in meeting the requirements (i.e., quality performance with acceptable risk at a fair and reasonable price.)

a. Among non-cost factors: Facility Quality/Quality Control is more important than Past Performance, which is more important than Transportation.

b. Non-cost factors are more important than cost or price.

3. PRICE. Price will be evaluated using price analysis techniques. In selecting the Best Overall Proposal, the Government will consider the value of each proposal in terms of the quality offered for the price.

TECHNICAL EVALUATOR RATINGS

Technical Rating Guidelines: Proposal ratings reflect the Government's confidence in each offeror's ability, as demonstrated in its proposal, to perform the requirements stated in the RFP. The following ratings will be used by the Government in rating the proposals.

EXCELLENT

Written proposal demonstrates excellent understanding of requirements and approach that significantly exceeds performance or capability standards. Has exceptional strengths that will significantly benefit the Government. On site evaluation confirms written proposal.

GOOD

Written proposal demonstrates good understanding of requirements and approach that exceeds performance or capability standards. Has one or more strengths that will benefit the Government. On site evaluation indicates any weaknesses can be minimized with normal contractor effort and normal Government monitoring.

SATISFACTORY

Written proposal demonstrates minimal understanding of requirements and approach that meets performance or capability standards. Proposal presents an acceptable solution, but has few strengths. On-site evaluation indicates any weaknesses can be minimized, but confirms the necessity of special contractor emphasis and close Government monitoring necessary to minimize difficulties.

MARGINAL

Written proposal demonstrates shallow understanding of requirements and approach that only marginally meets performance or capability standards necessary for minimal contract performance. Proposal has no strengths. On site evaluation confirms major weaknesses that can cause some disruption of schedule or degradation of performance. Requirements can be met with major changes to the proposal. Proposal will not be considered for award.

UNSATISFACTORY

Written proposal failed to meet performance or capability standards. Requirements can only be met with extensive changes to the proposal. Proposal will not be considered for award.

NEUTRAL

An offeror without a record of relevant past performance or for whom information on past performance is not available. In this case, the offeror may not be evaluated favorably or unfavorably on past performance. NOTE: This adjectival rating only applies to the Past Performance Factor.

NOTE: It is the Government's intent to award without discussions. However, in accordance with FAR Part 15.306, should discussions become necessary, the Government reserves the right to hold them. Formal debriefings will not be available under this solicitation.

DELIVERABLE

Contractor shall furnish the following information, for informational purposes only, within five days of contract award.

- 1. What percentage of your unit price is:**

Room Cost_____

Meal Cost_____

Transportation Cost_____

Security Cost_____

- 2. Please furnish the rate that the hotel charges for each guest classification. If the hotel does not have a corporate or government rate, put N/A.**

Normal Rates_____

Corporate Rates_____

Government Rates_____

STATEMENT OF WORK
FOR
PROVIDING MEALS AND LODGING
TO APPLICANTS PROCESSING AT THE
MILITARY ENTRANCE PROCESSING STATION (MEPS)
FORT JACKSON, SC

SECTION 1

GENERAL

1.1 Scope of Work. The contractor shall furnish facilities, furniture, equipment, supplies, management, supervision and labor to provide lodging accommodations, meal services and transportation services as specified herein for Armed Forces/Government Agency applicants processing at the Fort Jackson Military Entrance Processing Station, (MEPS), Fort Jackson, SC. The contractor shall provide services in accordance with the terms, conditions and specifications set forth in this statement of work and generally include:

1.1.1 Providing single and double occupancy motel/hotel rooms, supper, and breakfast the following morning, when called for by the Contracting Officer.

1.1.2 Providing transportation (bus, limousine, van or taxi) service as outlined in paragraph 1.9.

1.1.3 Providing parking for those applicants who arrive in privately owned vehicles and are provided rooms in accordance with this contract.

1.1.4 The total unit price per applicant for single room or double room shall be the same rate and shall include the costs for breakfast and supper meals and transportation service.

1.2 Subcontracting. The contractor shall furnish meals and lodgings from his/her establishment or at a location specified in the contract. The contractor shall not subcontract to any other establishment or any other location not specified in the contract without prior written approval of the Contracting Officer. Establishments proposed for subcontracting shall meet all specifications required in the performance of services under the terms of this contract.

1.3 Meals. The contractor shall serve breakfast and supper to applicants in accordance with times as specified at 5.2.1, 5.2.2 and 5.2.3.

1.4 The contractor shall provide services under this contract as specified. General operational requirements, (meals, lodging and transportation) shall normally be required for applicants arriving on Sundays through Thursdays, and approximately 13 Fridays.

1.4.1 Services may be required on other days due to emergency situations such as canceled airline flights or inclement weather. Orders will normally be issued by the Contracting Officer in advance. Failure by the Government to provide such advance notice or to modify the order once issued without providing additional notice will not be grounds for a claim for additional compensation by the contractor.

1.4.2 Lunch shall be provided to applicants for emergency situations only. The Contracting Officer will modify the delivery order to add the number of emergency lunches served.

1.5 The Government estimates that an average of 90, and a maximum of 120 applicants will require services daily. Of the established annual total, less than 5% of the annual estimate will require single room accommodations. An estimated 5 applicants annually will require services under emergency situations. This number shall be an estimate only based on the best information available to the Government at the time of notification. The contractor shall reserve requested rooms until 8:00 P.M. each evening. Rooms shall be assigned within 15 minutes after arrival at the lodging facility.

1.5.1 A record of actual meals and lodging use for a 12 month period is provided at Technical Exhibit (TE) 1. This historical data is provided for information only to reflect the variations in requirements throughout the year and does not reflect actual or projected requirements.

1.5.2 All applicants coming to the contractor will be provided services called for by this contract. Applicants whose names are not reflected on the projected processing list provided daily by the MEPS shall be identified as a "walk-in" and processed by the contractor as outlined. There will be an estimated 10 walk-in's daily. Applicants that are on the projected processing list that arrive after 8:00 P.M., and are not projected as a late arrival, will be processed as a "walk-in". The contractor shall be provided the applicant projected processing lists from the MEPS by 4:00 P.M. daily. How the contractor gets the lists from the MEPS will be agreed upon between the contractor and the MEPS. Forms can be made by delivery by the MEPS to the contractor; picked-up by the contractor at the MEPS or the MEPS can provide the forms by facsimile.

1.5.3 The MEPS will be closed on Federal holidays and on approximately five training days per year. The contractor will be notified in advance of the specific training dates.

1.6 Illegal Acts. The contractor shall not knowingly condone illegal acts on the premises of his/her establishment.

1.7 Security. The contractor shall provide their plan for security to ensure the applicants are in a safe and crime free environment.

1.8 Liability. The Government assumes no liability for any damage caused by the applicants.

1.9 Transportation Requirements.

1.9.1 The contractor shall provide transportation to incoming applicants who shall be lodged at the contractor's facility. Transportation shall be provided from the commercial bus terminal located at 2015 Gervais St, Columbia, SC and the airport located at Columbia Metro Airport. The contractor shall pick up applicants within 30 minutes from the time the applicant calls. Approximately 3% of the applicants staying at the hotel are expected to require transportation from the bus terminal to the hotel and approximately 5% from the airport to the hotel.

1.9.2 The contractor shall provide transportation to move applicants from the contractor's facility to the MEPS. The contractor shall transport all applicants from his/her facility to the MEPS each morning so as to arrive at the MEPS site no later than 5:30 A.M.; but no earlier than 5:00 A.M. The contractor is responsible for transporting the applicants on-time; however, applicants shall not be awakened any earlier than 30 minutes before breakfast time.

1.9.3 The contractor shall provide transportation for applicants stranded at the airport due to flight cancellations and/or other emergency situations. Applicants will be afforded services in accordance with the statement of work. Services will be required approximately 10 times per year.

1.9.4 The cost for the transportation requirements listed in paragraphs 1.9.1, 1.9.2 and 1.9.3 above shall be included in the unit cost.

1.10 Quality Assurance. The Government will monitor the contractor's performance under the following methods:

1.10.1 The MEPS Commander, the MEPS Medical Officer, the designated USMEPCOM Sector representative, and USMEPCOM Inspector General or their designated representative, and/or any other person designated in writing by the Contracting Officer will inspect the contractor's facilities to ensure that state and local health, sanitation and fire prevention standards are being maintained, and that accommodations and meals are being furnished in accordance with contractor's proposal. Such inspections will be conducted at unannounced times.

1.10.2 The Government requires the contractor to perform all services as specified on the effective date of the contract.

1.10.3 The Quality Assurance Evaluator (QAE) will monitor the contractor's performance in accordance with the Government's Quality Assurance Surveillance Plan (QASP).

1.11 Courtesy. The contractor's employees shall be courteous to all persons served under this contract. Courtesy rendered shall be equal to that rendered to other customers of the establishment and equal to that expected of any public lodging facility. Services and consideration provided all guests shall be provided applicants.

1.12 Vehicles.

1.12.1 Vehicles used to transport applicants shall meet the local and state inspection and safety requirements to include appropriate insurance. Vehicles shall be appropriately (professional quality) identified with the lodging facility's name clearly visible.

1.12.2 Vehicles shall be kept neat and clean inside and out.

1.12.3 Vehicles shall be equipped with heater and air conditioner to provide comfortable temperatures.

1.12.4 Vehicles shall be operated by drivers who meet all state and local licensing and insurance requirements. Drivers shall transport applicants in a safe, legal and courteous manner. Safety standards and courtesy rendered will equal those that would be afforded by any other chartered or public transportation service.

SECTION 2**DEFINITIONS**

1. Walk-in's are applicants that are not projected by the MEPS and are not listed on the MEPS daily forms. A walk-in may also be an applicant that was projected, but did not arrive until after 8:00 P.M. and was not guaranteed for late arrival.

2. U.S. Federal Holidays, as established pursuant to 5 U.S.C. 6103(a).

New Year's Day	1 January
Martin Luther King, Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	11 November
Thanksgiving Day	4th Thursday in November
Christmas Day	25 December

NOTE: If the holiday falls on a Sunday, it will be observed the following Monday, those falling on a Saturday will be observed on the preceding Friday. The MEPS will normally be closed on holidays, but applicants will normally require meals and lodging on holidays to process at the MEPS on the following day. There are approximately five training days per year. The contractor will be notified in advance of the specific dates.

SECTION 3**GOVERNMENT-FURNISHED PROPERTY**

The Government will provide the contractor the necessary daily authorization and receipt vouchers. (See Technical Exhibit 2).

SECTION 4

CONTRACTOR-FURNISHED PROPERTY

The contractor shall furnish all food, facilities, equipment, supplies, management, supervision and labor required for the performance of this contract, except that specifically identified as Government-furnished property in Section 3.

SECTION 5

LODGING/MEALS SPECIFICATIONS AND SPECIFIC TASKS

5.1 Lodging Specifications.

5.1.1 General. The contractor shall provide:

5.1.1.1 The sleeping facilities furnished shall be solely on the basis of one individual to a bed with no more than two individuals to a room for double occupancy.

5.1.1.1.1 In case of an emergency, contractor will be allowed to put three individuals to a room, using a roll-away bed. THIS WILL BE ALLOWED ONLY IN AN EMERGENCY. IT WILL BE MONITORED.

5.1.1.2 Accommodations, services and privileges normally provided to other guests by the establishment shall be given to applicants billeted at Government expense.

5.1.1.3 All applicants identified as requiring single rooms are officer candidates. A double room may be assigned to an officer candidate if a single room is not available, but the officer candidate shall not share the double room with another applicant.

5.1.1.4 Unless the Government specifically requests a single room for an individual, the contractor shall provide double rooms to all applicants, with no more than two individuals in a double room with two beds.

5.1.1.5 Male and female applicants will not be billeted in the same room. Males will be billeted on separate floors from the females or in separate wings of a single floor facility if at all possible.

5.1.1.6 Wake-up service shall be provided; however, applicants shall not be awakened earlier than a half hour prior to breakfast.

5.1.2 Fire and Safety. The contractor's facility shall comply with applicable fire and safety codes and regulations.

5.1.3 Miscellaneous Services.

5.1.3.1 The Government will not be responsible for any miscellaneous charges incurred by the applicant. The contractor shall explain to the applicants miscellaneous services not covered by this contract, such as personal telephone charges, pay-for-view movies, room service, meals in excess of the contract requirements,

and other such services available. The contractor shall provide information to the applicants on the schedules for meals, wake-up and transportation, and other services available through this contract.

5.1.3.2 Accompanying spouses. The Government is under no obligation to provide services for accompanying spouses. Charges for accompanying spouses shall be between the contractor and the spouse. If an accompanying spouse is billeted with the applicant, the Government shall be charged only the applicant's portion of a double room.

5.2 Meals shall be served at the times indicated below:

5.2.1 Supper meals from 5:00 P.M. until 10:00 P.M.

5.2.2 Breakfast from 4:30 – 5:00 A.M.

5.2.3 Emergency Lunches from 11:30 A.M.

5.2.4 The contractor shall serve supper and breakfast to applicants within 20 minutes from time of arrival at the dining facility.

5.3 Meals/Lodging Vouchers. The contractor shall perform administrative functions to account for meals/lodgings services to MEPS applicants. Necessary forms and instructions will be made available to the contractor by the Contracting Officer's representative. The contractor shall return the completed forms with the daily charges to the MEPS on a daily basis no later than noon on the second work day following the applicant's arrival at the contractor's facility.

SECTION 6

REFERENCES

Documents applicable to this Performance of Work Statement are listed below and are coded as either mandatory or advisory. The contractor shall be obligated to follow those coded as mandatory. These references with any subsequent changes shall be furnished to the contractor. The contractor shall post and update changes to the applicable publication. If any changes become effective during the contract period which effects the requirements of this contract, these changes shall be negotiated with the contractor.

ADVISORY

MANDATORY

Instructions for Vendors for the Meals and Lodging
Voucher System (TE-2)

X

Applicable State and Local Fire and Safety Codes

X

TECHNICAL EXHIBIT 1**HISTORICAL DATA****FORT JACKSON SC****MEALS AND LODGING SUMMARY****TOTAL APPLICANT QUANTITY**

OCT 2002	1365
NOV 2002	1100
DEC 2002	881
JAN 2003	1309
FEB 2003	932
MAR 2003	1127
APR 2003	1127
MAY 2003	1208
JUN 2003	1454
JUL 2003	1383
AUG 2003	1292
SEP 2003	1336
TOTAL	14,514

NOTE:

The above historical data, reflecting the actual use during the period shown, is provided for information only.

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals () are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ()

are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

() (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I (MAR 1999) to 52.219-5.

- __NA__ (iii) Alternate II to (JUNE 2003) 52.219-5.
- __NA__ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- __NA__ (ii) Alternate I (OCT 1995) of 52.219-6.
- __NA__ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- __NA__ (ii) Alternate I (OCT 1995) of 52.219-7.
- __NA__ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- __NA__ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- __NA__ (ii) Alternate I (OCT 2001) of 52.219-9.
- __NA__ (iii) Alternate II (OCT 2001) of 52.219-9.
- __NA__ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- __NA__ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- __NA__ (ii) Alternate I (JUNE 2003) of 52.219-23.
- __NA__ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __NA__ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- __XX__ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- __NA__ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2004) (E.O. 13126).
- __XX__ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- __XX__ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- __XX__ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- __XX__ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- __XX__ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- __NA__ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

__NA__ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__XX__ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

__NA__ (22)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JAN 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

__NA__ (ii) Alternate I (JAN 2004) of 52.225-3.

__NA__ (iii) Alternate II (JAN 2004) of 52.225-3.

__NA__ (23) 52.225-5, Trade Agreements (JAN 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__NA__ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

__NA__ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

__NA__ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

__NA__ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__NA__ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__XX__ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

__NA__ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

__NA__ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

__NA__ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

__NA__ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

__NA__ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

__XX__ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

__XX__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__XX__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__NA__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

__NA__ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one each applicant daily, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 120 applicants daily, with an average of 90 applicants daily;

(2) Any order for a combination of items in excess of NA; or

(3) A series of orders from the same ordering office within NA days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within NA days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery,

the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 May 2005.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
Bldg 1109B, Rm 250
Fort Knox KY 40121-5000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

☐ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (____Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

NA 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

NA 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

XX 252.232-7003 Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).

NA 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

NA 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000).

NA 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

LOCAL CLAUSES

CONTRACT PERIOD

Any contract awarded as a result of offers received under this solicitation shall extend from 1 JUN 2004, or date of contract award, whichever is later, through 31 MAY 2005, both dates inclusive, unless sooner terminated under the terms of the contract, with four option periods.

INSPECTION

Inspection of items to be furnished hereunder will be made by the Commander, Military Entrance Processing Station, Fort Jackson, SC , or his/her authorized representative(s).

PAYMENT

The Government will make payments to the contractor using the Government credit card.

INVOICES

The contractor shall prepare and submit invoices/vouchers to the Commander, Fort Jackson MEPS, 2435 Marion Ave, Fort Jackson SC 29207.

WAGE DETERMINATION

Wage Determination: 1998-0299, 8 REGISTER OF WAGE DETERMINATIONS
UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

William W.Gross DirectorDivision of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.:1998-0299
Revision No.:8
Date of Last Revision:07/14/2003

State: South Carolina

Area: South Carolina Counties of Calhoun, Chester, Clarendon, Fairfield,
Kershaw, Lexington, Newberry, Orangeburg, Richland, Saluda, Sumter

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

Food & Lodging:

(not set) - Food Service Worker 7.29
07041 - Cook I 8.99
07042 - Cook II 10.62
07070 - Dishwasher 6.74
07250 - Waiter/Waitress 6.74
11060 - Elevator Operator 6.74
11210 - Laborer, Grounds Maintenance 7.29
11240 - Maid or Houseman 7.29
99030 - Cashier 7.29
99050 - Desk Clerk (1)7.29

Halfway House & Residential Community Treatment:

(not set) - Food Service Worker 7.29
(not set) - Secretary 10.42
01011 - Accounting Clerk I 9.06
01012 - Accounting Clerk II 9.79
01115 - General Clerk I 8.40

01611 - Word Processor I 8.40
 07041 - Cook I 8.99
 07042 - Cook II 10.62
 07070 - Dishwasher 6.74
 11150 - Janitor 7.29
 11210 - Laborer, Grounds Maintenance 7.29
 11240 - Maid or Houseman 7.29
 23370 - General Maintenance Worker 9.49
 27101 - Guard I 8.30
 27102 - Guard II 8.84
 99050 - Desk Clerk (1)8.40

Moving & Storage:

21040 - Material Handling Laborer 7.88
 21071 - Forklift Operator 8.99
 21130 - Shipping Packer 8.99
 21400 - Warehouse Specialist 8.99
 31361 - Truckdriver, Light Truck 8.99
 31362 - Truckdriver, Medium Truck 9.49
 31363 - Truckdriver, Heavy Truck 10.10
 31364 - Truckdriver, Tractor-Trailer 10.62

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Rates are applicable only under the appropriate occupational category.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance: The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the

actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer. REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.

{See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or

notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.